

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) Fill In: (b) NASA Langley Research Center

H. 2 TASK ORDERING PROCEDURE - ALTERNATE I (1852.216-80) (October 1996) (ALSO SEE CLAUSE G.3 FOR PCARD PURCHASES)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 business days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the

task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum price authorized.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 business day after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued. The contractor will be compensated according to the unit costs and rates established in Section B.5, pursuant to the submission of a detailed invoice.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information defined in Contract Section J, EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS.

H.3 OPTIONS (LaRC 52.217-95) (APR 2002) (CLIN X001 – CLIN X002)

Pursuant to the clause 52.217-9, "Option to Extend the Term of the Contract," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

ITEM	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Period of Performance	See Section F, Period of Performance			
CLIN X001	See Section B, The Schedule			
CLIN X002	See Section B, The Schedule			

H.4 LARC ENABLING CLAUSE BETWEEN CUSTODIAL SUPPORT SERVICE CONTRACTOR AND OTHER NASA LANGLEY CONTRACTORS (52.215-116) (FEB 2003)

A. NASA has entered into contracts with the firms listed below for other support services at Langley Research Center:

Contractor	Services
Jacobs Technology	Research Operations, Maintenance, and Engineering (ROME)
Tessada Associates, Inc.	Consolidated, Logistics Administrative, and Scientific Information Support Services
Grounds Maintenance, Inc. (GMI)	Groundskeeping and Pest Control

** The Contracting Officer will notify the contractor in writing of changes to contractor and services applicable to this clause.*

B. In the performance of this contract, the Custodial Support Service Contractor agrees to cooperate with the above listed Contractors by: responding to invitations from authorized personnel to attend meetings; providing schedule data; providing limited financial data including estimates, all in original form or reproduced; discussing/coordinating matters related to projects; providing access to Contractor facilities utilized in the performance of this contract; scheduling trash pick-up; scheduling burn box and privacy-act material pick-up; assisting in hurricane preparedness and clean-up; and allowing observation of technical activities by appropriate support Contractor technical personnel.

C. The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

D. Contractor personnel are not authorized to direct another Contractor in any manner.

E. To the extent that the work under this contract requires access to proprietary information, and as long as these data remain proprietary, the Contractor shall protect the data from unauthorized use and disclosure.

F. Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

(End of Clause)

H.5 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day

Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.7 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LARC 52.204-91) (FEB 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, " Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

H.8 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LARC 52.211-99) (APR 2007)

A. Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the contractor under this NASA LaRC contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to

Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officers Technical Representative (COTR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

B. Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The contractor shall immediately notify the COTR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

C. Identification of Contractor Personnel - All contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as contractor personnel. Contractor employees shall never identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all contractor work spaces located on NASA LaRC shall be clearly identified.

D. Marking of Reports - The contractor shall mark all documents or reports produced under this contract with the contractor name, contract number, and task order number if applicable.

H.9 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LARC 52.211-104) (FEB 2007)

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

(End of clause)

H.10 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES

(LARC 52.223-92) (MAY 2006)

The Langley Research Center (LaRC) Safety Awareness Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Awareness Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Awareness activities at LaRC.

(End of clause)

H.11 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of Clause)

H.12 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCTOBER 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not

compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

H-13 WAGE DETERMINATIONS & COLLECTIVE BARGAINING AGREEMENTS (IAW FAR 22.1012-1)

Service Contract Act Wage Determinations and CBAs are identified in Part III, Section J, Exhibit C.

H-14 STATEMENT REGARDING LIABILITY OF CONTRACTOR UNDER LABOR STANDARDS

The U.S. Department of Labor (DOL) is the only Government agency that may determine compliance with the Service Contract Act, the Fair Labor Standards Act, and the Contract Work Hours and Safety Standards Act under government service contracts. Nothing contained in any offeror's proposal shall have the effect of either relieving the contractor of any of the labor standard requirements or making the government liable in any way for increased costs resulting from non-compliance, conformance actions, or any other labor cost increases not expressly allowed under provisions contained in the Invitation for Bids (IFB)

H-15 AVAILABILITY OF FUNDS - OPTION(S)

The parties agree that Government exercise of any option under the contract may be contingent upon the availability of funds as expressed in the "Availability of Funds" (APR 1984) clause at FAR 52.232-18.

(End of Section)